

SPS 7/31/12 11:39:47  
SPS DK T BK 3.476 PG 433  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.,  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036  
1.855.664.8124

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**LOAN MODIFICATION AGREEMENT**

Order ID: 5097026  
Loan Number: 172066118  
Borrower: PATRICK MILLER

Project ID: 17591  
MIN Number: 100094800000900488

Original Loan Amount: \$165,445.00  
Legal Description: See Exhibit 'A'  
Recording Reference: See Exhibit 'B'

Recording Requested by  
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
WHEN RECORDED MAIL TO:

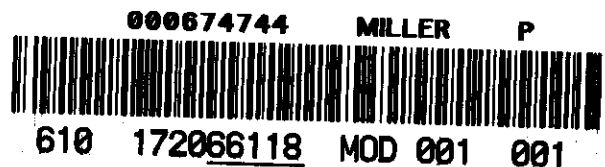
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
7105 Corporate Drive  
(PTX-B-36)  
Plano, TX 75024  
DocID#: 0651701199207105A

Space Above for Recorder's Use

#172066118  
**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement (the "Agreement"), made on July 8, 2010 between PATRICK MILLER (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the July 18, 2007 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 7735 BAILEE LANE, WALLS, MS 38680.

The real property described being set forth as follows:



**SAME AS IN SAID SECURITY INSTRUMENT**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of one hundred seventy two thousand four hundred sixty seven and 47/100, (U.S. Dollars) (\$172,467.47). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2040.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 13<sup>th</sup> DAY OF July 2010

BY

Pat<sup>c</sup> Miller

PATRICK MILLER

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of TN, County of Shelby On this 19<sup>th</sup> day of July, 2010 before me the undersigned, a Notary Public in and for said State, personally appeared

Patrick Dean Miller

known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that he executed the same.

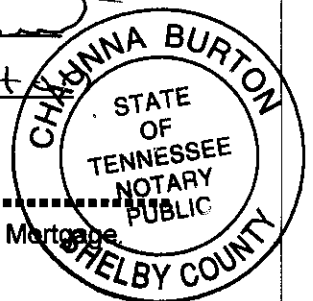
Witness my hand and official seal.

Signature Channa Burton

Channa Burton

Name (typed or printed)

My commission expires: April 17, 2013



As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Co-Owner(s) Signature

Dated: \_\_\_\_\_

Co-Owner(s) Name (typed or printed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

Notary Public, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

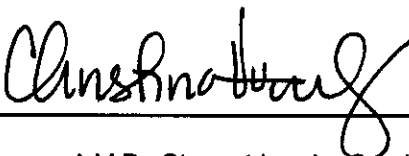
Signature \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as by successor by merger to BAC Home Loans Servicing, L.P.

By: Stewart Lender Services, Inc., its attorney in fact

By:   
Christina Vuong, A.V.P., Stewart Lender Services, Inc.

7/19/2012  
Date

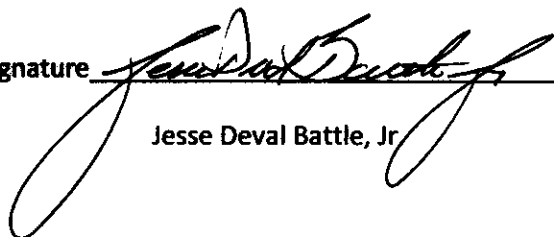
STATE OF TEXAS

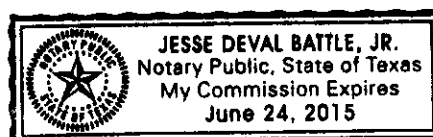
COUNTY OF HARRIS

On July 19, 2012 before me, Jesse Deval Battle, Jr. Notary Public-Stewart Lender Services, Inc., personally appeared Christina Vuong, A.V.P., Stewart Lender Services, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature

  
Jesse Deval Battle, Jr.



My commission expires: June 24, 2015

Signatures continue on the following page

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Mortgage Electronic Registration Systems, Inc. (MERS),  
as Nominee for Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP

By: Charles Barrios  
Charles Barrios, Vice President

7/19/12  
Date

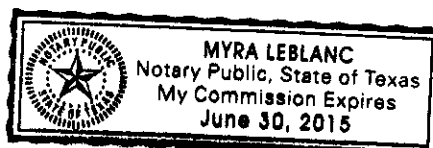
STATE OF TEXAS

COUNTY OF HARRIS

On July 19, 2012 before me, Myra Leblanc Notary Public-Stewart Lender Services, Inc., personally appeared Charles Barrios, Vice President of Mortgage Electronic Registration Systems, Inc. (MERS), as Nominee for Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature Myra Leblanc  
Myra Leblanc



My commission expires: June 30, 2015

Order ID: 5097026

Loan Number: 172066118

Property Address: 7735 BAILEE LANE, WALLS, MS 38680



## **EXHIBIT A**

All that certain lot or parcel of land situate in the City of Walls, County of De Soto, State of Mississippi, and being more particularly described as follows:

Lot 110, Section D, Ranch Meadows Subdivision, in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat book 76, Page 6-7, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

Order ID: 5097026  
Loan Number: 172066118  
MIN Number: 100094800000900488

Project ID: 17591

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**EXHIBIT B**

Borrower Name: PATRICK MILLER  
Property Address: 7735 BAILEE LANE, WALLS, MS 38680

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 07/26/2007 as Instrument/Document Number: N/A, and/or Book/Liber Number: 2,761 at Page Number: 219 in the real records of DESOTO County, State of MS.

**Additional County Requirements:**  
Original Loan Amount: \$165,445.00

